

**REQUEST FOR PROPOSAL (RFP)**

**RFP#23-012-40  
PROPANE FUEL FOR 2023-2024**

**POSTING DATE:  
JULY 10, 2023**



**RESPONSE DEADLINE:  
AUGUST 3, 2023  
2:00 P.M. CENTRAL STANDARD TIME (CST)**

**TO:  
MARTIN KEYPORT, DIRECTOR  
MARINETTE COUNTY FACILITIES & PARKS DEPARTMENT  
1926 HALL AVENUE  
MARINETTE, WI 54143**

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## I. BACKGROUND

The Marinette County Facilities & Parks Department is requesting proposals for propane fuel for the 2023-2024 heating season. Locations include Camp Bird, Goodman Park, Twin Bridge Park, Morgan Park and the Amberg Forestry Shop.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

## II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	July 10, 2023
Addendums, if any, posted by 4:30 p.m.	July 26, 2023
RFP responses due from potential vendors by 2:00 p.m.	August 3, 2023

## III. RFP DUE DATE

Proposals shall be submitted to the Facilities & Parks Director by no later than **2:00 p.m. central time on August 3, 2023**. Proposals shall be clearly labeled **RFP#23-012-40 - Propane Fuel Proposal** and submitted to the location/address listed below.

Delivery Address for Hand Delivery, USPS, UPS, Fed X:

Martin Keyport  
Marinette County Facilities & Parks Department  
1926 Hall Avenue  
Marinette, WI 54143

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

## IV. RFP QUESTIONS AND ANSWERS

All questions related to this RFP must be submitted via e-mail to [martin.keyport@marinettecountywi.gov](mailto:martin.keyport@marinettecountywi.gov). Clearly mark the e-mail **"Questions for RFP#23-012-40 – Propane Fuel."** Phone call or faxed questions will not be accepted.

Answers to relevant questions will be posted on the Marinette County website <http://www.marinettecounty.com>. It is the responsibility of all interested vendors to

access the website for this information. Calls for assistance with the website may be made to (715) 732-7423.

**V. ADDENDUMS**

Any significant changes or clarifications to the RFP will be posted as an addendum on the Marinette County website <http://www.marinettecounty.com> no later than 4:30 p.m. on July 26, 2023. If an addendum is posted, an addendum sheet will be attached and will be required to be submitted with the response. Calls for assistance with the website may be made to (715) 732-7423.

**VI. RFP SUBMISSION REQUIREMENTS**

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

The proposal must include the following:

- Propane Fuel Tabulation Sheet – Attachment A
- Statement of Understanding – Attachment B
- Addendum Sheet, if posted on the Marinette County website

One original proposal along with one copy must be submitted.

The vendor shall submit a price per gallon and include all additional charges.

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

**VII. PROPOSAL FORMAT**

Proposals shall be typewritten on standard 8½" x 11" paper. Larger paper is permissible for charts, spreadsheets, or similar documents. All parts, pages, figures, and tables should be numbered and clearly labeled.

**VIII. SCOPE OF SERVICES**

Marinette County is requesting proposals for propane fuel for the 2023-2024 season. Successful vendor is required to fill tank within 5 days of initial notification from Marinette County.

Approximately 12,000 gallons will be requested for the 2023-2024 season. Below is a breakdown of the County's propane tanks per County location.

<b>Location</b>	<b>Propane Fuel</b>
Camp Bird N8395 Caldron Falls Rd Crivitz WI	9 tanks totaling 4465 gallons of capacity
Goodman Park N15201 Goodman Park Rd Athelstane WI	2 tanks totaling 624 gallons of capacity
Twin Bridge Park N9714 Parkway Rd Crivitz WI	4 tanks totaling 1,750 gallons of capacity
Morgan Park 19882 Timms Lake Rd Niagara WI	2 tanks totaling 750 gallons of capacity
Amberg Forestry Shop W7895 US 141 Amberg WI	2 tanks totaling 1,500 gallons of capacity

**IX. CONTRACT TERMS**

The vendor may provide a contract to be approved by Marinette County Corporation Counsel. If the vendor does not provide a contract, the vendor shall be required to sign a contract similar to Attachment C.

**X. FINANCIAL VERIFICATION**

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject proposals based on information obtained through these background checks.

**XI. OTHER**

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this request for proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

**WORKERS COMPENSATION INSURANCE:**

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

**AUTO LIABILITY INSURANCE:**

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

**GENERAL LIABILITY INSURANCE:**

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

**ADDITIONAL INSURED**

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

**SUBCONTRACTOR**

Subcontractors of the vendor are subject to the same requirements as is vendor.

**WAIVER OF SUBROGATION**

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

**CANCELLATION NOTICE**

Marinette County will be given a 30 day notice in advance of cancellation, non-renewal, or material change in coverage.

**PROOF OF INSURANCE**

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

**XII. PROJECT CHANGES**

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

**XIII. ATTACHMENTS**

Propane Fuel Tabulation Sheet, Attachment A  
Statement of Understanding, Attachment B  
Sample Contract, Attachment C





**ATTACHMENT B**  
**RFP#23-012-40 - PROPANE FUEL FOR THE 2023-2024 SEASON**  
**STATEMENT OF UNDERSTANDING OF REQUEST FOR PROPOSAL**

\_\_\_\_\_  
Vendor name

\_\_\_\_\_  
Vendor's address

\_\_\_\_\_  
City                      State                      Zip code

\_\_\_\_\_  
Contact person's name & position

\_\_\_\_\_  
Vendor's Phone number

\_\_\_\_\_  
Vendor's Fax Number

We have read the County's Request for Proposal (RFP) **#23-012-40 - Propane Fuel for the 2023-2024 Season** and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from quoting;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed;
- (e) We acknowledge and accept all the terms and conditions included in the RFP; and
- (f) I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

\_\_\_\_\_  
Signature of Duly Authorized Individual

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**MARINETTE COUNTY SAMPLE AGREEMENT**

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and \_\_\_\_\_, hereinafter referred to as VENDOR, for the purpose of \_\_\_\_\_.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is:	Name
Whose principal business address is:	Department
	Address
	Marinette WI 54143

VENDOR agent and contact person is:

Name:  
Title:  
Company:  
Address:  
City, State:  
Telephone:

2. VENDOR agrees the following services, as set forth in the proposal dated \_\_\_\_\_, attached and incorporated in **Exhibit A**, shall be provided to Marinette County.

3. VENDOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated \_\_\_\_\_, attached and incorporated as **Exhibit A**.

4. Start/Completion dates to be determined.

5. COUNTY agrees to the following:

- Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of completed and submitted plan.

6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:

- VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
- COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Professional liability, each occurrence	\$1,000,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work.

Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by Vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
9. This contract may be amended in writing by mutual agreement of both parties at any time.
10. This agreement shall be governed by the laws of the State of Wisconsin.
11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

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VENDOR

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Date

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Kathy Brandt, County Clerk

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Date